

## **REFEREE SERVICES AGREEMENT**

THIS AGREEMENT, to be effective as of the 1<sup>st</sup> day of July 2024<sup>43</sup>, by and between the BOARD OF RETIREMENT (hereinafter referred to as "Board") of the VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (hereinafter referred to as "Association"), and \_\_\_\_\_ (hereinafter referred to as "Contractor").

### **Recitals**

Pursuant to the provisions of section 31533 of the Government Code, the Board is authorized to provide for the conduct of hearings by a referee in connection with the determination of administrative appeals and applications of members of the Association for disability benefits under the County Employees Retirement Law of 1937 (ch. 3 of div. 4 of tit. 3 of the Government Code).

Contractor has experience with respect to evidentiary hearings and is a member of the State Bar of California (active membership no. \_\_\_\_\_).

The Board intends to retain the services of Contractor as a referee to conduct said hearings.

IT IS THEREFORE AGREED:

### **Services To Be Performed**

1. Contractor agrees, when available, to act as a referee in connection with the conduct of hearings and the review of cases pursuant to section 31533 of the Government Code.
2. Such services shall be performed in accordance with the applicable provisions of the County Employees Retirement Law of 1937, as amended, and pursuant to any specific requirements imposed by the Board, and such services shall include, but shall not be limited to, the conduct of hearings, the review of evidence, and the rendering of a written report which shall contain proposed findings of fact, conclusions of law, and a recommended decision, provided that said written report shall be rendered within ninety (90) days after the case has been submitted to Contractor and include service of said written report to all parties.
3. Contractor may request an extension from the ~~Board~~Board, or the Retirement Administrator of any time limitation established in this contract, on an individual case basis, when done in writing, and upon a showing of "good cause" as to said request.
4. If Contractor requires more than forty (40) billable, non-travel hours to complete a hearing assignment, Contractor will provide written notice to VCERA staff concerning the reason(s) for the additional time required.
5. Contractor shall be familiar with the Association's "Disability Hearing Procedures."
6. The Board is under no obligation to submit cases to the Contractor, but it may do so at its pleasure.

### Compensation

7. Compensation to Contractor for the above services shall be at the following rates:

(a) If the written report is rendered within ninety (90) days after the case has been submitted, or within any time extension granted by the Board or the Retirement Administrator pursuant to paragraph 3 above, Contractor shall be entitled to One Hundred and Ninety Dollars (\$190.00) per hour, billed in increments no greater than one-quarter (0.25) of an hour;

(b) Contractor shall be compensated for necessary and reasonable travel time to and from Ventura County pursuant to the rate set forth above;

(c) If the written report is not rendered within ninety (90) days from the date the case has been submitted, or within any time extension granted by the Board or the Retirement Administrator pursuant to paragraph 3 above, the Board or the Retirement Administrator may transfer the case to another referee, in which event the original referee shall not receive any fee for services performed in connection with said case;

(d) If a disability hearing scheduled before the Contractor is continued or cancelled less than fourteen (14) calendar days before the date agreed upon by all parties, or set by the Board, VCERA shall pay to the Contractor the sum of Eight Hundred and Seventy-Five Dollars (\$875.00), which includes all costs associated with the hearing, including, but not limited to, travel time, mileage reimbursement and other associated hearing costs. In the event of a dismissal or withdrawal of an administrative appeal requiring a hearing in which the Board has provided for a fully briefed appeal procedure, Contractor shall be compensated for actual time spent as of the date of receipt of notice from VCERA of dismissal or withdrawal.

### Term of Contract

8. This agreement shall apply for all services provided by the Contractor, performed on or after July 1, 202~~43~~, and shall continue through June 30, 202~~54~~, at which time it shall terminate. However, either party may terminate this agreement sooner upon ten (10) days written notice to the other party. Any cases pending before the Contractor at the time of termination shall be immediately transferred to the Board. If this agreement is terminated at the request of the Contractor, the Contractor shall not receive any fees for services performed in connection with any cases that are pending as of the effective date of the termination, except those wherein a written report has been provided to the Board. If this agreement is terminated at the request of the Board, the Contractor shall be entitled to the compensation earned prior to the effective date of termination as provided for in this agreement, computed pro rata up to and including that date. The Contractor shall be entitled to no further compensation as of the date of termination.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Amy Herron~~Linda Webb~~, Retirement Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_

Contractor